

PERFORMANCE BOND

STATE OF TEXAS §

COUNTY OF §

S.P.S.D., Inc. dba

KNOW ALL MEN BY THESE PRESENTS: That Site Planning Site Development

of the City of Arlington, County of Tarrant, and the State of Texas

as Principal and SureTec Insurance Company authorized

under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly

bound unto City of Frisco (Owner),

in the penal sum of *See Below Dollars (\$ 488,477.70) for the

payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, The Principal has entered into a certain written contract with the Owner,

dated the 12th day of July, 2010, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5 160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copies at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompany the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

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Forms, Bonds and Certificates

IN WITNESS WHEREOF, the said Principal and Surety have signed and scaled this instrument this 12th day of July, 2010.

S.P.S.D., Inc. dba

Site Planning Site Development
Principal

SureTec Insurance Company
Surety

By _____

By Sophinie Kheang

Title _____

Title Sophinie Kheang, Attorney-In-Fact

Address 1108 107th Street

Address 12201 Merit Drive #795

Arlington, Texas 76011

Dallas, Texas 75251

The name and address of the Resident Agent of Surety is:

Name K&S Group, Inc - David C. Oxford

Address 12201 Merit Drive #795

Dallas, Texas 75251

PAYMENT BOND

STATE OF TEXAS §

COUNTY OF §

S.P.S.D., Inc. dba

KNOW ALL MEN BY THESE PRESENTS: That Site Planning Site Development of the

City of Arlington County of Tarrant, and State of
Texas, as Principal, and SureTec Insurance Company authorized under the laws of
the State of Texas to act as surety on bonds for principals, are held and firmly bound unto
City of Frisco (Owner), in the penal sum of (\$488,477.70) for
the payment whereof, the said Principal and Surety bind themselves and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner,
dated the 12th day of July, 2010, to which contract is hereby referred to and
made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay a claimants supplying labor and material to him or a subcontractor in the
prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise
to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12th day of July, 2010.

S.P.S.D., Inc. dba

Site Planning Site Development
Principal

SureTec Insurance Company
Surety

By _____

By Sophinie Kheang

Title _____

Title Sophinie Kheang, Attorney-In-Fact

Address 1108 107th Street

Address 12201 Merit Drive #795

Arlington, Texas 76011

Dallas, Texas 75251

The name and address of the Resident Agent of Surety is:

Name K&S Group, Inc - David C. Oxford

Address 12201 Merit Drive #795

Dallas, Texas 75251

MAINTENANCE BOND

STATE OF TEXAS

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COUNTY OF

S.P.S.D., Inc. dba

Site Planning and Site Development

KNOW ALL MEN BY THESE PRESENTS: That Site Planning and Site Development of the City of Arlington, County of Tarrant, and State of Texas, as principal, and SureTec Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Frisco, (Owner), in the penal sum of Forty Eight Thousand Eight Hundred Forty Seven and 77/100 Dollars (\$ \$48,847.77) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

S.P.S.D., Inc. dba

THIS obligation is conditioned; however, that whereas, the said Site Planning and Site Development, has entered into a written contract with the said City of Frisco to construct "**NAME OF PROJECT**" which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length therein.

Youth Center Park ARBJ File No. Frisco 870008 0472 Parks

WHEREAS, under the plans, specifications, and agreement, it is provided that the Contractor will remain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years in the amount of ten percent (10%) of the total bid, from the date of the acceptance of said work, and to do necessary repairs and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation, and said Contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep the same in repair for the same maintenance period of two (2) years, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Frisco, Texas, shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12th day of July, 2010.

Principal: S.P.S.D., Inc. dba
Site Planning Site Development
By: _____
Name: _____
Title: _____
Address: 1108 107th Street
Arlington, Texas 76011

Surety:
SureTec Insurance Company
By: Sophie Kheang
Name: Sophie Kheang
Title: Attorney-In-Fact
Address: 12201 Merit Drive #795
Dallas, Texas 75251

The name and address of the Resident Agent of Surety is:

Name: K&S Group, Inc. - David C. Oxford
Address: 12201 Merit Drive #795
Dallas, Texas 75251

Executed 3 originals.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clinton Norris, David C. Oxford, Peggy G. Hogan, Rudolph Norris,
Sherrel Owston, Sophinie Kheang, Stephen J. Rickenbacher, Steven Lott, W. Bert Duckett

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/12 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

State of Texas
County of Harris

ss:



SURETEC INSURANCE COMPANY

By:

B.J. King, President

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Michelle Denny

Michelle Denny, Notary Public

My commission expires August 27, 2012

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of July, 20 10, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<p>SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
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Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, and Fungi

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

Warranty Limitation Rider

In no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty five months after the date on which Subcontractor either substantially completed its work or breached the Subcontract, whichever is the first to occur. Notwithstanding anything in the bond form or underlying contract(s) to the contrary, increases in the bond's penal sum in excess of twenty percent require express written consent by the Surety.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.